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**CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN
THE CITY OF RENO AND
FALCON CABLE SYSTEMS COMPANY II, L.P.
D/B/A CHARTER COMMUNICATIONS**

THIS CABLE TELEVISION FRANCHISE AGREEMENT ("Agreement" or "Franchise Agreement") is made and entered into this 23rd day of April, 2004 ("Effective Date"), by and between the City of Reno (hereinafter referred to as the "City") and Falcon Cable Systems Company II, L.P. a California limited partnership, d/b/a Charter Communications, (hereinafter referred to as the "Franchisee").

WHEREAS, NRS 711.190 empowers the City of Reno to grant a Franchise to contract for the operation of a cable television system to furnish services to the City and its citizens; and

WHEREAS, Section 5.90.810(a) of the Reno Municipal Code, entitled "City of Reno Master Cable Television Ordinance," provides that in the event the City shall grant a Franchise, such Franchise shall be granted consistent with the terms and conditions contained therein;

WHEREAS, the City has determined to award said nonexclusive Franchise subject to the provisions of the Master Cable Television Ordinance and to the execution by the City and Franchisee of this Franchise Agreement; and

WHEREAS, the City is requiring the Franchisee to provide funds for facilities and equipment for the development of public, educational and government access; has considered the needs of the community for access; and that the City believes this will meet some of the future community needs in this area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Reno as follows:

1. DEFINITIONS

All terms used in this Agreement shall have the meanings attributed to them by the City of Reno Master Cable Television Ordinance, specifically Sec. 5.90.800, entitled "Definitions," which section is incorporated herein by reference. Additionally, the following definitions shall apply to terms as used in this Agreement:

Affiliated Person shall be defined as a person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with another person.

Administrator shall be defined as that person designated by the City Manager as the City's Cable Administrator or otherwise assigned the duties and responsibilities of the administration and enforcement of the City of Reno Master Cable Television Ordinance.

Basic services tier means those broadcast and nonbroadcast services provided by the Cable Operator at the lowest monthly charge and consisting of local stations, access channels, and any other distant retransmission and/or satellite channels selected by the Cable Operator.

Effective Date shall be defined as the date on which this Agreement was executed by the City, which date first appears at the top of the first page of this Agreement.

Effective Competition shall be defined in accordance with federal law, specifically, 47 CFR 76.905, as amended.

Eligible Public Building shall mean all public buildings housing government administrative functions, all police and fire stations, community centers, and all public school buildings up through and including high schools which are located within the Franchise Service Area.

Franchise Service Area shall be defined as the entire City of Reno, including properties subsequently annexed.

Incumbent Cable Operator means Falcon Cable Systems Company II, L.P. d/b/a Charter Communications, or its successors in interest to the Franchises issued by the City to TCI of Reno, Inc. on October 12, 1988, and Telcab Communications, Inc. d/b/a Continental Cablevision on October 22, 1994, and subsequently transferred to Falcon Cable Systems Company II, L.P. a California limited partnership, d/b/a Charter Communications on July 1, 2001.

Ordinance shall be defined as the City of Reno Master Cable Television Ordinance, Sec. 5.90.800, et. seq. of the Reno Municipal Code.

Standard Drop means installations located up to one hundred fifty (150) feet from the existing distribution system.

Subscriber means any person, firm, corporation or other entity who lawfully elects to receive a Cable Service provided by the Franchisee from the operation of the System within any portion of the Franchise Service Area where the Franchisee has constructed its System.

System means the cable television system of the Franchisee.

2. GRANT OF FRANCHISE

2.1. GRANT.

Subject to the terms and conditions of the Ordinance as it existed upon the Effective Date of this Franchise, Franchisee, is hereby granted, from and after the acceptance hereof, the right, privilege and Franchise to construct or cause to be constructed, to operate, and to maintain a cable television system within the franchise service area for the purpose of providing cable television service ("Cable Service") to the residents of Reno, and for that purpose, to erect, install, construct, repair, replace, reconstruct, and to maintain on, across, beneath, and along any street or road all cable and other equipment and facilities as may be necessary or appurtenant to the System.

2.2. TERM.

The term of the Franchise shall commence upon the Effective Date, and shall expire fifteen (15) years from said date, unless sooner terminated as provided in this Agreement or federal law.

Upon review by the City, and in the event Franchisee is found to be in full compliance with all terms of both the Franchise and the Cable Ordinance, Franchisee may be granted a five (5) year extension of the term. This extension

shall be contingent upon the City and Franchisee arriving at mutually agreeable terms. Franchisee must provide written request of its desire to extend the term of this franchise at least twelve (12) months prior to the end of the fifteen (15) year term.

2.3. NON-EXCLUSIVE FRANCHISE.

The Franchise herein granted shall be non-exclusive and City reserves the right to grant to any other person or entity, at any time, the right to use or occupy the streets or roads of the city for the construction and operation of any other cable television system within the city or for whatever purposes deemed appropriate by the City. To the extent required by federal or state law, including but not limited to NRS 711.190, any grant provided by the City to any third party to operate a cable television system within the City of Reno shall impose substantially the same terms and conditions as this Franchise.

2.4. NO WAIVER.

2.4.1. The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, the Cable Ordinance or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the other party, nor to excuse the other party from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.4.2. Waiver of a breach of this Agreement shall not be a waiver of any other breach, whether similar to or different from that waived. Neither the granting of the Franchise, nor any provision herein, nor any action by the City hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the City, including without limitation the right of eminent domain.

2.5. FRANCHISE MODIFICATION.

The Franchisee may submit to the City applications for modification to this Franchise pursuant to the Cable Act.

2.5.1. The City shall review any such application within sixty (60) calendar days from the date that the application is received by the City Clerk, or at the earliest meeting of the City Council, whichever is later, and shall act on a request within one hundred and twenty (120) days.

2.6. FRANCHISE AGREEMENT SUBJECT TO EXERCISE OF POLICE POWERS.

All rights and privileges granted herein are subject to the police powers of the City and its rights to make laws and regulations.

2.7. COMPLIANCE/CONFLICT WITH LAWS, ORDINANCES AND REGULATIONS.

2.7.1. The Franchisee shall comply with all generally applicable federal, state and local laws, ordinances and regulations, as hereafter amended, including but not limited to those related to the use of public facilities,

construction, maintenance and operation of cable television systems, and to land development, provided however, that any amendments to any local laws, ordinances and regulations shall not alter the material rights and obligations of Franchisee under this Franchise Agreement. Franchisee reserves the right to challenge any terms, conditions or provisions of local laws if Franchisee believes such are in conflict with the contractual rights under this Franchise Agreement or if Franchisee believes that City's enforcement of such is unlawful.

2.7.2. Franchisee acknowledges that its rights hereunder are subject to the police powers of the City. Any conflict between the provisions of this Franchise Agreement and any present or future lawful exercise of the City's police powers shall be resolved in favor of the latter, except that a conflict between any such exercise that is not of general application throughout the jurisdiction, or that applies exclusively to Franchisee or to cable systems, shall be resolved in favor of this Franchise Agreement unless the City reasonably determines, and specifies in such exercise of the police power, that an emergency exists that constitutes a danger to health, safety, property or the general welfare and that such police power exercise is necessary to protect against such danger.

2.7.3. Non-compliance with any provision of this Agreement shall be deemed a violation of the terms of the Ordinance.

2.7.4. Subject to the right of the City police powers, in the event of a conflict between this Franchise and the Ordinance or any ordinance of general applicability, such conflict shall be resolved in favor of this Franchise Agreement.

2.8. EFFECT OF ACCEPTANCE.

By accepting the Franchise and executing this Franchise Agreement, the Franchisee:

2.8.1. Accepts and agrees to comply with each provision of the Cable Ordinance as it existed on the Effective Date of this Agreement, this Franchise Agreement, and all applicable federal, state, and local laws and regulations;

2.8.2. Acknowledges and accepts the City's legal right to grant the Franchise, to enter this Franchise Agreement, to enact and enforce ordinances and regulations related to the Franchise;

2.8.3. Agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary, or allege in any claim or proceeding by the Franchisee against the City that any provision, condition or term of this Ordinance or the Franchise Agreement at the time of the acceptance of the Franchise was unreasonable or arbitrary, or that at the time of the acceptance of the Franchise any such provision, condition or term was void or that the City had no power or authority to make or enforce any such provision, condition or term;

2.9. INDEMNIFICATION.

- 2.9.1. Franchisee shall fully indemnify, defend and hold harmless the City, its officers, boards, commissions, elected officials, agents, attorneys, representatives, servants and employees against any and all costs, damages, expenses, claims, suits, actions, liabilities and judgments for damages, including but not limited to, expenses for legal fees, and disbursements and liabilities incurred or assumed by City in connection with:
- 2.9.1.1. Damage to persons or property, in any way arising out of or through the acts or omissions of Franchisee, its servants, officials, agents, attorneys, representatives or employees during the operation, construction or maintenance of the cable system;
 - 2.9.1.2. Requests for relief arising out of any Franchisee action or inaction which results in a claim for invasion of right of privacy, for defamation of any person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark or patent; or of any other right of any person, firm or corporation;
 - 2.9.1.3. Any and all claims arising out of Franchisee's failure to comply with the provisions of the Ordinance, this Agreement or any federal, state or local law, or regulation applicable to Franchisee or the Cable System.
- 2.9.2. If a lawsuit covered by the provisions of Subsection 2.9.1 shall be brought against City, either independently or jointly with Franchisee, or with any other person or municipality; the Franchisee, upon no less than ten (10) business days notice given by City, shall defend City at the cost of the Franchisee. If final judgment is obtained against City, either independently or jointly with Franchisee or any other defendants, the Franchisee shall indemnify City and pay such judgment with all costs and satisfy and discharge the same.
- 2.9.3. City shall cooperate with the Franchisee and reserves the right to participate in the defense of any litigation.
- 2.9.4. The City is in no manner or means waiving any governmental immunity it may enjoy or any immunity for its agents, officials, servants, attorneys, representatives and/or employees.
- 2.9.5. All rights of City, pursuant to indemnification, insurance, or performance bond(s), as provided for by the Ordinance or this Agreement, are in addition to all other rights the City may have under the Ordinance, this Agreement, or any other Franchising requirements, rule, regulation or law.
- 2.9.6. The City's exercise of or failure to exercise all rights pursuant to any Section of this Agreement shall not affect in any way the right of the City subsequently to exercise any such rights or any other right of City under

these Franchising Requirements or any other Franchising Requirements, rule, regulation or law.

- 2.9.7. It is the purpose of this Subsection to provide maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by the Franchisee.
- 2.9.8. The provisions of this Subsection shall not be dependent or conditioned upon the validity of the Ordinance, this Agreement, or the validity of any of the procedures or agreements involved in the award or renewal of a Franchise, but shall be and remain a binding right and obligation of the City and Franchisee even if part or all of the Ordinance, this Agreement, or the grant or renewal of a Franchise, is declared null and void in a legal or administrative proceeding. It shall be the express intent of the Franchisee and City, upon the effective date of the Franchise, that the provisions of this Subsection survive any such declaration and shall be a binding obligation of and inure to the benefit of the Franchisee and City and their respective successors and assigns, if any.
- 2.9.9. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify the City for its negligence, for the City's use of the Cable System, or for the City's use of any channels, facilities or funding provided by Franchisee pursuant to this Franchise Agreement.

2.10. COMPREHENSIVE LIABILITY INSURANCE.

Upon acceptance of this Franchise, the Franchisee shall file with the City Clerk and shall thereafter during the entire term of such Franchise maintain in full force and effect, at its own expense, a general comprehensive liability insurance policy or policies which shall insure Franchisee and provide primary coverage for the City, its officers, boards, commissions, agents and employees, against liability for loss or liability for personal injury, death, property damage (both automobile and non-automobile caused), or other damages. Such policy or policies shall be issued by a company licensed to do business in the State of Nevada which have a Best rating of "A" or better, and shall be in a form agreed to by the City Attorney, with minimum combined single limits of liability coverage in the amount of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate. The policy or policies shall name the City, its officers, boards, commissions, agents and employees as additional insured and contain a provision that a written notice of any cancellation of said policy shall be delivered to the City Clerk thirty (30) days in advance of the effective date thereof. No Franchise granted under the Ordinance or this Agreement shall be effective unless and until each of the foregoing policies of insurance as required in this Subsection has been delivered to the City Clerk. Any substitute policy or policies shall be subject to the same approvals and shall comply with all of the provisions of this Subsection. The City Manager may require increases in the amount of types of coverage no more frequently than every five (5) years, based on increases in the Consumer Price Index ("CPI") (West Region, All Urban Consumers, All Items), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, rounded up to the

nearest \$.01, so as to ensure full protection of the City of Reno and the public. The Franchisee shall have six (6) months from the date of notification from the City Manager to comply with any increase.

3. TRANSFER OR RENEWAL OF FRANCHISE

The Franchise herein granted shall be subject to transfer and renewal pursuant to the provisions of the Ordinance, RMC § 5.90.1090, and applicable state and federal laws.

4. TERMINATION OF FRANCHISE

4.1. The following shall constitute sufficient legal grounds to terminate and/or revoke the Franchise:

- 4.1.1. Any uncured violation of a material provision of the Ordinance or this Franchise Agreement;
- 4.1.2. Any other uncured act or omission by the Franchisee which violates the material terms, conditions or requirements of the Ordinance, this Franchise Agreement, or any order, directive, rule or resolution issued pursuant to the Ordinance or this Agreement; or,
- 4.1.3. The uncured failure of Franchisee to make any material payments including penalties required herein or in the Ordinance.
- 4.1.4. Cumulative or repetitive uncured violations (the same or similar alleged noncompliance on two (2) or more separate occasions within the preceding 12 month period), which, considered individually would not constitute a material breach, but when considered together, demonstrate a pattern of unwillingness or inability to comply with the terms of the Ordinance or this Agreement.

4.2. Termination Hearing.

- 4.2.1. The City may not commence any proceeding to terminate or revoke the Franchise unless the violation(s) has (have) been fully adjudicated in accordance with RMC Sec. 5.90.1026, and public notification has been given.
- 4.2.2. The City Council shall provide a written notice and conduct a hearing before terminating or revoking the Franchise granted herein. Written notice of the time, date and place of the hearing shall be sent by certified mail, or personally served upon the Franchisee, no later than 30 calendar days in advance of the date of commencement of the hearing. The notice shall state the reasons for the hearing and describe the basis for the hearing.
- 4.2.3. The City Council shall provide to Franchisee written transcripts of all prior violation proceedings conducted pursuant to RMC Sec. 5.90.1026, as determined by the City Manager or his designee. The Franchisee shall be given an opportunity to be heard at the hearing and to present its

arguments. Following the conclusion of the hearing, the City Council shall issue its decision, which shall be set forth in writing by the City Clerk.

- 4.2.4. If the decision by the City Council is that there are grounds for termination of the Franchise, the City Council may adopt a resolution, which terminates the Franchise and includes the reasons therefore. In the event of termination, the effective date of the termination shall be 30 days after the adoption of the resolution by the City Council.
- 4.2.5. The Franchisee shall have the right to appeal the City's action to a court of competent jurisdiction, which court shall have the power to review the decision of the City Council *de novo* and to modify or reverse such decision, as justice may require. Such an appeal to the court must be taken within 30 days of the City Council's passage of the resolution terminating the Franchise.
- 4.2.6. The City Council may, at its sole discretion, take any lawful action, which it deems appropriate to enforce the City's rights under the Ordinance and this Agreement in lieu of termination of the Franchise.

5. REGULATION OF FEES AND CHARGES

The City may regulate rates for the provision of Basic Cable and equipment as expressly permitted by Federal or state law.

6. SERVICE, EXTENSION AND CONTINUITY

6.1. AREA SERVED.

The Franchisee shall provide cable service to any person, firm, corporation or other entity who elects to receive Cable Service provided by the Franchisee within the Franchise Service Area within the limits set out in Section 9.

6.2. CONTINUITY OF SERVICE.

6.2.1. It is the right of all Subscribers in the Franchise Service Area then serviced by Franchisee's System to receive all available services from the Franchisee as long as their financial and other obligations to the Franchisee are satisfied.

6.2.2. With the exception Force Majeure Events, see Section 20.6 for definition, the Franchisee shall make every reasonable effort to ensure that all Subscribers receive continuous uninterrupted service.

6.2.2.1. At the City's request, the Franchisee shall operate its System for a temporary period (the "Transition Period") following the termination, sale, or Transfer of its Franchise as necessary to maintain service to Subscribers, and shall cooperate with the City to assure an orderly transition from it to another Franchisee.

6.2.2.2. The Transition Period shall be no longer than the reasonable period required to ensure that Cable Service will be available to

Subscribers, and shall not be longer than thirty-six (36) months, unless extended by the City for good cause.

- 6.2.2.3. During the Transition Period, the Franchisee will continue to be obligated to comply with the terms and conditions of this Agreement and applicable laws and regulations.
- 6.2.3. If the Franchisee abandons its System during the Franchise term, or fails to operate its System in accordance with the terms of this Agreement during any Transition Period, the City, at its option, may operate the System, designate another entity to operate the System temporarily until the Franchisee restores service under conditions acceptable to the City or until the Franchise is revoked and a new Franchisee selected by the City is providing service, or obtain an injunction requiring the Franchisee to continue operations.
 - 6.2.3.1. If the City is required to operate or designate another entity to operate the System, the Franchisee shall reimburse the City or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the System.
- 6.2.4. The City shall be entitled to injunctive relief under the preceding paragraph if:
 - 6.2.4.1. The Franchisee fails to provide Cable Service in accordance with its Franchise over a substantial portion of the Franchise Service Area for ninety-six (96) consecutive hours, unless the City authorizes a longer interruption of service or the failure is due to force majeure as characterized in Section 20.6 herein; or
 - 6.2.4.2. The Franchisee, for any period, willfully and without cause refuses to provide Cable Service in accordance with its Franchise over the Franchise Service Area.

7. DISCRIMINATION PROHIBITED

- 7.1. The Franchisee or any Affiliated Persons shall not discriminate or permit discrimination between or among any persons in the availability of Cable Services in the Franchise Service Area, except as permitted by federal law and FCC regulations,
- 7.2. Further, the Franchisee and each Affiliated Person shall ensure that construction of the System and access to any service is not denied to any group of potential Subscribers in the Franchise Service Area because of the income of the residents of the area in which the group resides.

8. SYSTEM AND CAPACITY

8.1. SYSTEM

- 8.1.1. System Specifications. The System shall be of a cable design that is capable of transmitting video programming and services. The System

shall have a minimum of 750 MHz capacity and shall have adequate two-way capability to support the foregoing types of services.

- 8.1.2. The Franchisee shall not discriminate against PEG Access Channels by using equipment or cable inferior in quality to that used for commercial channels on the same tier.

8.2. EMERGENCY ALERT.

- 8.2.1. The Franchisee shall provide an all-channel audio-only emergency alert system for use by the City, in accordance with FCC rules and regulations.

- 8.2.1.1. The Franchisee agrees to upgrade the emergency alert system throughout the term of the franchise in accord with FCC requirements.
 - 8.2.1.2. The Franchisee shall periodically test the emergency alert system as the City may reasonably require. The Franchisee shall periodically test the emergency alert system as required by Federal law.

8.3. STANDBY POWER

The Franchisee shall maintain equipment capable of providing standby power for a minimum of four (4) hours for the Headend and two (2) hours at all fiber optic nodes.

8.4. UNDERGROUND DROPS

- 8.4.1. When constructing the System in an area in which the existing telephone, cable television and electricity lines are underground (an "Underground Area"), Franchisee shall at its expense install the lines of its System underground. The foregoing shall not be construed to prohibit Franchisee from charging its normal installation fee in such areas.
- 8.4.2. If a Subscriber whose premises is located in an area where Franchisee is installing its lines above ground requests that the drop to such premises be installed underground, Franchisee shall do so if the Subscriber agrees to pay the actual additional costs incurred to do so. Such cost will be calculated on a time and material charge basis, which may include appropriate allocations for the time and overhead of Franchisee's employees as well as out of pocket expenditures. Franchisee shall provide an estimate of such costs to the Subscriber and may require that the Subscriber pay a reasonable deposit prior to commencement of the work.
- 8.4.3. Drops served underground shall be buried a minimum of 12" underground within one (1) month or less of providing service to a Subscriber, weather permitting, or later at customer request.
- 8.4.4. Temporary drops will be buried within one (1) month of installation weather permitting, or later at customer request.

8.5. NEW TECHNOLOGIES ASSESSMENT

At any time during the term of this Franchise, the City Manager or his designee may at its discretion and cost conduct a study of various new technologies that can be integrated in to and delivered over the cable system. The Franchisee shall provide reasonable assistance to the City during its study of new technologies, including conducting a market survey of its subscribers to ascertain their interest in subscribing to new technologies provided over the cable system. If after the City concludes its study, the City and the Franchisee mutually agree that the new technologies should be offered over the cable system, because these new services are economically and technologically viable, the Operator shall offer such new services within twenty-four (24) months of the publication of the City's study. In the event the Franchisee does not agree with the conclusions in the City's study, the Franchisee shall promptly notify the City. For purposes of this Section, term "economically and technologically viable" means that the provision of new technologies in the Franchisee's system is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests and the impact, if any, on the Franchisee's competitive position in the marketplace. The City may at its discretion require the Franchisee to provide such new interactive services at such time as seventy percent (70%) of the Franchisee's other systems with demographics similar to the City have installed such systems with such services; provided however, that the City may only require the Franchisee to provide such services in circumstances similar to those under which the Franchisee provides them in other similar demographic markets and fifty percent (50%) of the Franchisee's customers surveyed in the market survey support the introduction of such services.

8.6. PARENTAL CONTROL DEVICES

Franchisee shall, upon a Subscriber's written request, provide to each Subscriber, one of the following devices by which the Subscriber can block completely the video and audio signals of a particular Cable Service consistent with the requirements of federal law during periods selected by that Subscriber:

- 8.6.1. a parental control device; or
- 8.6.2. a converter with a parental control feature, or within a reasonable time after the request and without cost to the Subscriber, a filter, trap, or other method or device.

9. CONSTRUCTION REQUIREMENTS

9.1. RESIDENTIAL SERVICE.

No Subscriber will be refused service arbitrarily. Franchisee shall make Cable Services available to dwelling units within the City and shall extend its cable communications system as contemplated under this section as follows.

- 9.1.1. To prevent unnecessary disruption and damage to Streets, rights-of-way, and other property, the installation of Cable System shall be accomplished in new subdivisions at the same time, and in the same trench as other communications, electric and other permanent services to structures. Except as federal law may grant them other rights, developers of new

residential buildings or mobile homes within a new or undeveloped subdivision, new residential units within new multiple occupancy residential developments, and new commercial and industrial buildings and structures shall treat cable television facilities as they treat other communication facilities, utilities and other underground facilities, in regards to availability and cost of trenching for under groundings.

9.1.2. Pursuant to the City of Reno Ordinance Section 4.22.990, as amended, where utilities are to be placed underground, the developer of any new development shall have the responsibility for insuring the cable service is made available to the new development by providing the Franchisee with at least four (4) weeks advance notice of any construction or development, including a copy of any final plan, and of the particular date on which open trenching or other facilities shall be available for the Franchisee's installation of cable. The developer shall be solely responsible for the cost of opening and closing of such trenches and for the installation of conduit. Upon request the Franchisee shall provide specifications to the developer as needed for trenching, or other technical data that may be required. If technical equipment such as pre-wiring or distribution system is installed by the developer, it is the responsibility of the developer to make certain that such equipment meets FCC as well as State, City and the Franchisee's standards.

9.1.3. Absent a showing by Franchisee to the City Manager of circumstances beyond Franchisee's reasonable control, an extension of service pursuant to Subsection (1) of this Section shall be accomplished within one hundred and twenty (120) days of the developer or resident's request.

9.2. COMMERCIAL SERVICE.

No Commercial Subscriber will be refused service arbitrarily. Franchisee shall make Cable Services available to commercial establishments when requested by the owner of a commercial establishment, provided that no plant extension and nothing more than a Standard Drop is required to make such Cable Services available. When the owner of a commercial establishment within the City requests an extension of service, Franchisee shall be required to comply with such request only if such owner pays to Franchisee an amount equal to the reasonable actual labor and material costs incurred by Franchisee over and above the cost of a Standard Drop in making Cable Services available to such owner's commercial establishment. Absent a showing by Franchisee to the Administrator of unusual circumstances, including without limitation Street crossings, an extension of service pursuant to Subsection 9.3 shall be accomplished within one hundred twenty (120) days of owner's execution of any necessary easement documents and capital contribution agreements.

9.3. SERVICE DROPS.

9.3.1. Franchisee shall make service available to any single family residence or any commercial establishment within the City at the standard connection charge if the connection requires a Standard Drop.

- 9.3.2. If making service available requires more than a Standard Drop, Franchisee shall not be required to make such service available unless the person or entity requesting such service pays to Franchisee (i) the standard connection charge and (ii) an amount equal to the reasonable actual labor and material costs incurred by Franchisee for the additional facilities and work.
- 9.3.3. Absent a showing by Franchisee to the Administrator of unusual circumstances, including without limitation Street crossings, (i) any Standard Drop to a single family residence or dwelling shall be accomplished within seven (7) business days of the request for service, and (ii) any drop that is not a Standard Drop and is not involved in a Street crossing shall be accomplished within thirty (30) days of such request.
- 9.3.4. Absent a showing by Franchisee to the Administrator of unusual circumstances, including without limitation Street crossings, (i) any Standard Drop to a commercial establishment shall be accomplished within seven (7) days after the owner of such commercial establishment executes any necessary easement documents and capital contribution agreements, and (ii) any commercial drop that is not a Standard Drop shall be accomplished within one hundred and twenty (120) days of the owner's execution of such documents and agreements.

9.4. DISCRIMINATION PROHIBITED.

No person, firm or corporation in the existing Cable Service area of the Franchisee shall be arbitrarily refused Cable Services; provided, however, that the Franchisee shall not be required to provide Cable Services to any Subscriber who does not pay the applicable line extension connection fee and/or Cable Service charge(s).

9.5. ANNEXED TERRITORY.

Newly annexed territory shall be subject to the terms of this Agreement and specifically this Section.

10. GENERAL REQUIREMENTS FOR WORK ON THE SYSTEM

10.1. ORDINANCE PREVAILS.

The Franchisee shall comply with the terms set forth in the Ordinance, the Reno Municipal Code, and any applicable permits in connection with all work involved in the construction, operation, maintenance, repair, upgrade, and removal of the System, in addition to any other requirements or procedures reasonably specified by the City, which are applicable to all right-of-way users.

10.2. SAFE ENVIRONMENT.

All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality acceptable throughout the cable television industry.

- 10.2.1. Except in the case of an emergency, in the event that Franchisee fails to protect, alter, or relocate all or part of the System after receipt of a standard notification by the City provided to all utilities involved in the relocation of their cable system facilities, as necessitated by the City's need to reconfigure the City's rights-of-way where the cable system facilities are located, the City shall have the right to break through, remove, alter, or relocate all or any part of the System without any liability to the Franchisee and the Franchisee shall pay the City the costs incurred in connection with such breaking through, removal, alteration, or relocation.
- 10.3. **REPAIR AND RESTORATION.**
Franchisee agrees that it shall be liable, at its own cost and expense, to replace or repair and restore to serviceable condition, in accordance with City code and/or standards, any street or any public structure involved in the construction, operation, maintenance, repair, upgrade or removal of the System that may become disturbed or damaged as a result of any work thereon by or on behalf of the Franchisee.
- 10.4. **EMERGENCY SITUATIONS.**
The City may, in case of fire, disaster, or other emergency, as determined by the City, in its sole discretion, cut or move any of the wires, cables, amplifiers, appliances or other parts of the system, in which event the City shall not incur any liability to the Franchisee unless the actions of the City involve gross negligence or willful misconduct.
- 10.4.1. Except in emergency situations, the Franchisee shall be consulted prior to any such cutting or movement of its wires and be given the opportunity to perform such work itself.
- 10.4.2. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of the system shall be borne by the Franchisee.
- 10.5. **EMPLOYEE IDENTIFICATION.**
Franchisee shall provide a picture identification document to all Cable Operator representatives who will be in contact with the public. Members of the public shall be invited to call Franchisee's main customer service telephone number to verify identification.
- 10.5.1. In addition, Franchisee shall clearly identify all field personnel, vehicles, and other major equipment that are operating under the authority of Franchisee.
- 10.6. **TREE TRIMMING.**
Franchisee shall comply with local tree trimming ordinances, regulations, and rules.
- 10.7. **SURETY BOND REQUIRED.**
Franchisee shall provide a Surety Bond throughout the term of this Agreement in the amount of \$100,000 that meets the requirements of Section 5.90.1022 of the City's Ordinance. At all times during the term of this Agreement, Franchisee shall

replenish the Surety Bond to its full amount within thirty (30) days of receiving notice that some or all of the Surety Bond has been lawfully drawn by the City.

11. PROGRAMMING LINE-UPS, MIX, LEVEL, QUALITY AND QUANTITY

11.1. VARIETY.

The Franchisee shall offer to all Subscribers a variety of video programming and shall use its best efforts to ensure a variety of programming throughout the franchise term. The Franchisee shall provide to the City a list of programming at least thirty (30) days prior to the provision of Cable Services to Subscribers.

11.2. CITY/SUBSCRIBER INFORMED.

Franchisee shall, at all times, keep the City and City Subscribers informed of its programming lineups.

11.2.1. Any proposed changes in the programming lineup by the Franchisee shall be reported to the City Clerk at least thirty (30) days prior to the proposed implementation where Franchisee has been provided at least thirty (30) days notice.

11.3. CLOSED CAPTION SIGNALS

Franchisee shall pass through all closed-captioning signals received by the system for the hearing impaired to the extent required by FCC rules and regulations.

12. FRANCHISE FEE

12.1. FEE AMOUNT.

Franchisee shall pay to the City an annual Franchise Fee, payable quarterly, not later than forty-five (45) days after the last day of each quarter throughout the term of this Agreement ("due date") in the amount of five percent (5%) of gross revenues, as determined in accordance with generally accepted accounting principles and as defined in the Ordinance, derived from the operation of the System to provide Cable Services. To the extent that gross revenues for Cable Services are included within a fixed price for which the Subscriber also receives services that are not Cable Services (i.e. the Cable Services and non- Cable Services are "bundled"), Franchisee shall appropriately allocate a portion of such revenues for inclusion in gross revenues that are subject to the foregoing fee. If the fixed price of the bundled services is lower than the aggregate of the prices of those services if purchased individually, then the Franchisee shall allocate a portion of such revenues for inclusion in gross revenues equal to the aggregate of the prices of the bundled Cable Services if purchased individually.

12.2. ANNEXATION MONIES.

Franchisee shall ensure that any additional monies due to the City as a result of City Council approved annexations are incorporated into Franchise Fee payments in the first quarter after such annexations take effect. City shall provide Franchisee with copies of official annexation ordinances.

12.3. FRANCHISE FEE REPORT.

In accordance with RMC § 5.90.1030(2), Franchisee shall submit to the City a quarterly Franchise Fee Report, along with each Franchise Fee payment throughout the term of this Agreement.

12.4. ANNUAL FINANCIAL STATEMENTS.

In accordance with RMC § 5.90.1030(3), on or before April 30th of each year, the Franchisee agrees to provide to the City a report showing the gross revenues for the previous year associated with the System serving the City within the Service Area. Such report shall be signed by a corporate officer. If the amount of the Franchise Fee paid for the preceding calendar year in accordance with the quarterly Franchise Fee Report is less than the amount indicated on the annual Franchise Fee Report, Franchisee shall pay to the City the difference at the time Franchisee delivers the annual Franchise Fee Report. If the annual Franchise Fee Report indicates that the amount of the Franchise Fee paid for the preceding calendar year in accordance with the quarterly Franchise Fee Report is more than the amount indicated on the annual Franchise Fee Report, Franchisee shall apply such overpayment as a credit against its next quarterly payment or, after the end of the term, the City shall promptly refund such amount.

12.5. PAYMENT AUDITS.

No acceptance of any Franchise Fee payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the City may have for further or additional sums payable under this Agreement, and all amounts paid shall be subject to audit as specified in the Ordinance. Franchisee shall make relevant books and records available to the City as further provided below in Section 15, however, Franchisee shall only be required to keep such records for the same period as the State of Nevada statute of limitations.

12.6. UNDERPAYMENT REMEDY.

If, as a result of such audit or other review, the City determines that the Franchisee has underpaid its fees in any prior twelve (12) month period by five percent (5%) or more, then, in addition to making full payment of any non-contested amounts, the Franchisee shall reimburse the City for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys and accountants.

12.7. PAYMENTS NOT TAXES.

The parties agree that the compensation and other payments to be made pursuant to this Section of this Franchise, are not a tax and are not in the nature of a tax and are in addition to any and all taxes of general applicability which the Franchisee shall be required to pay to the City.

12.8. INTEREST ON LATE PAYMENTS.

If any payment required by this Agreement is not actually received by the City on or before the applicable date fixed in this Agreement or by the City, the Franchisee shall pay interest at the rate of 12 percent per annum of the amount due, if such percentage does not exceed the legal maximums, from the date due, until paid .

12.9. CONTINUING OBLIGATION.

In the event the Franchisee continues to operate all or any part of the System providing Cable Service after the term of this Agreement, then the Franchisee shall continue to comply with all applicable provisions of this Agreement, including without limitation, all compensation and other payment provisions of this Agreement, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal of or other extension of this Agreement.

13. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ('PEG') ACCESS CHANNELS

13.1. NUMBER OF PEG CHANNELS.

The Franchisee shall provide PEG channels as designated below. The Future Use Channel shall be used for governmental or educational access by the City. Franchisee shall not be required to provide channel unless the current non-educational channels are being utilized for cablecasting at least one hundred (100) hours per month by unduplicated video programming, and further, that additional contemplated PEG programming cannot effectively utilize channel during the time that is available.

Type	Allocated to	Channels
Government Access	City of Reno	1 channel on the basic tier
Public Access	Shared between City of Reno, Sparks, and Washoe County	1 channel on the basic tier
Educational Access	Shared between City of Reno, Sparks, Washoe County, and the Washoe County School District.	1 channel on the digital tier
Government/Educational Access	City of Reno	1 channel on the digital tier
Future Use Channel - Government/Educational	City of Reno	1 channel on the digital tier

13.2. PUBLIC BUILDINGS.

Franchisee shall, as part of its commitment to the residents of Reno, provide without charge to the City for installation or monthly fees for Basic Service, one (1) standard service drop to all Eligible Public Buildings within the Franchise Service Area which are located 150 feet or closer to the Franchisee's System and shall terminate the drop at a mutually agreed upon site.

13.2.1. For non-standard installations or drops in excess of 150 feet, the Franchisee shall construct the drop at the request of the City or appropriate agency provided that the City or appropriate agency shall pay the incremental costs of such non-standard installation or extension beyond 150 feet, calculated on a time and materials basis and including an allocated portion of the wages and overhead of Franchisee's employees as well as actual cost of outside labor.

- 13.2.2. On request from the appropriate official, and if the City or appropriate agency is willing to pay the costs of material and labor for running the specified cable that exceeds the costs that would have been incurred for the standard drop cable, the Franchisee will run cable other than a standard drop cable to a public building which plans to amplify the signal for internal distribution.
 - 13.2.3. Franchisee shall provide Basic and Expanded Basic Service, or its equivalent, to such buildings free of charge.
 - 13.2.4. For purposes of this Section, the term "standard drop" shall mean placement of cable from the System to the point of termination that does not involve any of the following: (a) a cable distance greater than one hundred fifty (150) feet; (b) placement of cable underground outside of an Underground Area; or, (c) placement of cable underground.
 - 13.2.5. The City may request the installation of a drop to an Eligible Public Building at any time. Franchisee shall install a standard drop promptly, and no later than one (1) month after such request. A non-standard drop from a completed portion of the System shall be installed within thirty (30) days after the City has approved the work-order for the installation and agreed in writing to reimburse Franchisee for all costs associated with a non-standard drop installation. If the request is made prior to completion of construction of the relevant portion of the System, Franchisee shall make good faith efforts to improve upon the aforesaid delivery time periods if it can do so by integrating such work into the schedule along with other similar work in the neighborhood, provided that Franchisee shall not be obligated to defer connections to Subscribers in order to complete this work.
- 13.3. **INSERTION POINTS**
Franchisee shall provide without charge insertion points to allow connectivity for PEG programming on its cable systems to the following locations:
- 13.3.1. 490 S. Center Street.
 - 13.3.2. Truckee Meadows Community College, Main Campus.
 - 13.3.3. Regional Public Safety Training Center
 - 13.3.4. 1 East 1st Street— New City Council Chambers.
 - 13.3.5. Downtown Events Center
 - 13.3.6. Washoe County School District Administrative Offices located on 9th Street
 - 13.3.7. Wingfield Park.
- 13.4. **PEG CHANNEL TECHNICAL STANDARD.**
Franchisee shall assure that the access channel delivery systems from the origination points specified herein meet the same technical standards as the remainder of the system as set forth in the RMC § 5.90.900.

14. SUPPORT FOR ACCESS

Franchisee's contribution to the City for Access Support shall be provided pursuant to the following terms and conditions:

14.1. ACCESS CAPITAL GRANTS

- 14.1.1. \$250,000 grant within thirty (30) days of the Effective Date of the Franchise Agreement.
- 14.1.2. \$100,000 upon the first anniversary of the Effective Date of the Franchise Agreement.
- 14.1.3. \$100,000 upon the second anniversary of the Effective Date of the Franchise Agreement.
- 14.1.4. \$100,000 upon the seventh anniversary of the Effective Date of the Franchise Agreement.
- 14.1.5. \$100,000 upon the twelfth anniversary of the Effective Date of the Franchise Agreement.

14.2. ANNUAL CAPITAL GRANTS.

- 14.2.1. Beginning in January 2005, Franchisee's Annual Capital Grant contribution amount shall be \$.24 per Subscriber per month calculated as of the Effective Date of this Agreement, which shall be paid in quarterly installments, at the same time as the Franchise Fee payment.
- 14.2.2. In January 2009, Franchisee's Annual Capital Grant contribution amount as calculated in Section 14.2.1 shall be cumulatively adjusted (2004-09) by the Franchisee per changes in the Consumer Price Index (West Region, All Urban Consumers, All Items), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, rounded up to the nearest \$.01.
- 14.2.3. On the seventh (7th) anniversary of this Agreement in 2011, Franchisee's Annual Capital Grant contribution amount shall be \$.24 plus a cumulative CPI adjustment as described in Section 14.2.2 for the years 2004-11, per Subscriber per month calculated as of the seventh anniversary of this Agreement.
- 14.2.4. In January 2014, Franchisee's Annual Capital Grant contribution amount as calculated in Section 14.2.3 shall be cumulatively adjusted (2011-14) by the Franchisee per changes in the Consumer Price Index (West Region, All Urban Consumers, All Items), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, rounded up to the nearest \$.01.
- 14.2.5. On the twelfth (12th) anniversary of this Agreement in 2016, Franchisee's Annual Capital Grant contribution shall be \$.24 plus a cumulative CPI adjustment as described in Section 14.2.4 for the years 2004-16, per Subscriber per month calculated as of the twelfth anniversary of this Agreement.

14.2.6. In no event shall any "per Subscriber per month" amount set forth in Sections 14.2.2-5 exceed \$.35 per Subscriber per month.

15. BOOKS AND RECORDS, REPORTS

15.1. REPORTS.

In addition to any reports that may be required by the Ordinance, the Franchisee shall provide the following reports to the City as required below:

- 15.1.1. Copies of annual notice to Subscribers;
- 15.1.2. Copies of the System's proof of performance;
- 15.1.3. Copies of the System's EEO and rate filings;
- 15.1.4. Copies of any FCC filings regarding the System;
- 15.1.5. An annual report of channels and additional plant miles installed during the preceding 12 months.

16. PERFORMANCE EVALUATION

The City and the Franchisee shall hold performance evaluations as specified in the Ordinance.

17. NOTICES.

All notices, reports, or demands required to be given to or served on the City and/or Franchisee shall be in writing and shall be deemed to have been given when delivered personally to the persons designated below, or when seventy-two (72) hours have elapsed after being deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given. Either party may by notice to the other change its address for receipt of notices.

NOTICES SHALL BE DIRECTED AS FOLLOWS:

To Franchisee:

Charter Communications
Att: VP Franchising
9335 Prototype Drive
Reno, Nevada 89511
Telecopy: (775) 850-1229
Telephone: (775) 850-1220

With a Copy to:

Charter Communications
Att: VP Franchising
Charter Plaza

12405 Powerscourt Drive
St. Louis, MO 63131-3674

To the City:

City of Reno
P.O. Box 1900
490 South Center Street, Suite 201
Reno, Nevada 89505
Attn: City Clerk
Telecopy: (775) 334-2097
Confirmation No.: (775) 334-2400

With a copy to:

City of Reno
Office of City Attorney
P. O. Box 1900
Reno, Nevada 89505
Attn: Cable Television Franchise
Telecopy No.: (775) 334-2420
Confirmation No.: (775) 334-2050

18. LIQUIDATED DAMAGES

- 18.1. The willful violation of any provision contained in this Agreement or the Ordinance of the City shall subject the Franchisee to liquidated damages as set forth in this Agreement.
- 18.2. In addition, the following violations shall subject the Franchisee to the following agreed upon liquidated damages:

<u>Issue</u>	<u>Liquidated Damages</u>
FAILURE TO RESOLVE MULTIPLE SIMILAR UNRESOLVED SERVICE ORIENTED COMPLAINTS CONSISTENT WITH THE REQUIREMENTS SET FORTH IN THIS AGREEMENT	\$50 PER DAY UP TO \$ 500 PER MONTH IN THE AGGREGATE, BEGINNING ONE WEEK FROM RECEIPT OF NOTICE FROM THE CITY
FAILURE TO COMPLY WITH THE TIME PERIODS CONTAINED IN THIS AGREEMENT FOR THE EXTENSION OF SERVICE	\$50 PER DAY UP TO \$200 IN THE AGGREGATE UNTIL COMPLIANCE

- 18.3. The notice provisions contained in the Ordinance shall apply when liquidated damages are assessed against the Franchisee pursuant to the provisions of this part. Franchisee shall not be assessed liquidated damages set forth in Section 18.2

as an additional penalty to any legal or equitable remedy assessed under the Ordinance.

19. DISCOUNTS FOR ECONOMICALLY AND SOCIALLY DISADVANTAGED CITIZENS

Subject to Federal, state and local law, the Franchisee shall provide a twenty percent (20%) discount on basic rates for those citizens over 65 years of age or who are permanently disabled and whose income does not exceed the life-line service as defined by telecommunications companies located in the Reno market. The conditions determining handicap qualifications will be those of the State of Nevada, Department of Human Resources Guidelines for Handicapping Conditions, Section 1504.03, as may be amended. Residents who meet the above qualifications must be the legal owner or tenant of record of their residences.

20. MISCELLANEOUS

20.1. NO LIABILITY TO FRANCHISEE.

Except for acts of willful misconduct or gross negligence, neither the City nor its officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to the Franchisee for any liability as a result of or in connection with the protection, breaking through, movement, removal, alteration or relocation of any part of the cable system by or on behalf of the Franchisee or City in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any street, or the elimination, discontinuation, and closing of any street, as provided in this Agreement. provided, however, that the City, its officers, employees, agents, attorney, consultants and independent contractors agree to use due care in connection with any work on, in or around the Grantee's Cable System.

20.2. COOPERATION.

20.2.1. The parties recognize that it is within their mutual best interests for the cable television system to be operated as efficiently as possible in accordance with the requirements set forth in this Agreement and the Ordinance.

20.2.1.1. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Agreement and the Ordinance.

20.2.1.2. Should either party believe that the other is not acting timely or reasonably within the confines of applicable regulations and procedures in responding to a request for action, that party shall notify the agents designated for that purpose by the other.

20.2.1.3. The agent will use its best efforts to facilitate the particular action requested.

- 20.2.2. The City will fully and actively support Franchisee's anti-theft efforts by encouraging local prosecution, cooperating in anti-theft campaigns, and through other reasonable means.
- 20.3. PARENTAL GUARANTEE.
Within thirty (30) days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to applicable law, and will not be required to file an additional written acceptance.
- 20.4. ENTIRE AGREEMENT.
This Agreement and all attachments hereto, represent the entire understanding and Agreement between the parties hereto with respect to the subject matter hereof, and can be amended, supplemented, modified, or changed only as provided in said Agreement.
- 20.5. FRANCHISE NOT A JOINT VENTURE.
NOTHING HEREIN SHALL BE DEEMED TO CREATE A JOINT VENTURE OR PRINCIPAL-AGENT RELATIONSHIP BETWEEN THE PARTIES, AND NEITHER PARTY IS AUTHORIZED TO, NOR SHALL EITHER PARTY ACT TOWARD THIRD PERSONS OR THE PUBLIC IN ANY MANNER THAT WOULD INDICATE ANY SUCH RELATIONSHIP WITH THE OTHER.
- 20.6. FORCE MAJEURE
- 20.6.1. The Franchisee shall be not liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if any of the following conditions are satisfied:
- 20.6.1.1. If and to the extent such failure or delay is caused by fire, flood, earthquake, hurricane, or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order, or any cause(s) beyond its reasonable control or not reasonably foreseeable.
- 20.6.2. Upon the occurrence of an event which satisfies any of the conditions set forth above (a "Force Majeure Event") the Franchisee shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as
- 20.6.2.1. Such Force Majeure Event continues and
- 20.6.2.2. The Franchisee continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

20.7. FRANCHISE AS CONTRACT.

Upon its execution by the City and the Franchisee, this Agreement shall be deemed to constitute a contract by and between the Franchisee and the City

20.8. MODIFICATION.

THIS AGREEMENT, INCLUDING ALL DOCUMENTS SPECIFICALLY INCORPORATED HEREIN, CANNOT BE CHANGED ORALLY, BUT ONLY BY AN AGREEMENT IN WRITING PROPERLY EXECUTED BY THE PARTIES.

20.9. CUSTOMER SURVEY

In lieu of the requirement imposed by RMC § 5.90.1041(21)(b)(1), every three (3) years, Franchisee and City shall attempt to mutually agree upon a sum of money Franchisee will provide to City to allow the City to conduct a customer satisfaction survey.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates below their signatures and it shall be effective when fully executed.

**FALCON CABLE SYSTEMS
COMPANY II, L.P.,
d/b/a Charter Communications**
a California limited partnership

Date: 4/21/04

By: [Signature]
Name: Eric P. Brown
Its: SVP Western Division Operations

CITY:

THE CITY OF RENO,
a municipal corporation of the State of
Nevada

By: [Signature] For:
Name: Robert A. Cashell, Sr.
Title: Mayor

Date: 4-21-04

APPROVED AS TO FORM:

By: [Signature]
Name: Jonathan D. Shipman, Esq.
Title: Deputy City Attorney

ATTEST:

By: [Signature]
Name: Lynnette R. Jones
Title: City Clerk Deputy

